

GENERAL RELEASE OF LIABILITY
AND
CONFIDENTIALITY AGREEMENT

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned RACHEL HIGGINS, in her capacity as the court-appointed Guardian ad Litem on behalf of the minor child R.D., on behalf of R.D. himself and his biological parents, siblings, heirs, assigns, successors, administrators, executors, agents, attorneys and representatives (collectively, "Plaintiff"), hereby forever releases and discharges the State of New Mexico and all of the state's agencies, departments, boards, instrumentalities and institutions and all of its past, present and future officers, employees, agents, servants and independent contractors, acting in either their official or individual capacities, including but not limited to **Chris Webb and New Mexico Department of Public Safety**, from any and all claims, actions, suits, obligations, causes of action, demands or debts of whatever kind or description, known or unknown, suspected or unsuspected, at law or in equity, that she may have now or hereafter arising out of any action, omission, event, word or deed of any person or entity related in any way whatsoever to the complaint filed by Rachel Higgins, as appointed Guardian ad Litem, in the First Judicial District Court, County of Santa Fe, as Cause No. D-101-CV-2012-2983, and subsequently removed to the United States District Court as Cause No. 12-CV-1247, which action Plaintiff hereby agrees to dismiss with prejudice; Plaintiff agrees to dismiss with prejudice all claims against Chris Webb immediately following the U.S. District Court's approval of the

settlement agreement. Payment of the consideration, and dismissal of the rest of the action, shall follow the initial dismissal.

Plaintiff hereby acknowledges that this General Release of Liability is intended as a universal accord and satisfaction.

The payment is for personal, physical and emotional injuries suffered by R.D., a minor child.

As an integral part of this General Release of Liability and the settlement agreement of which it is a part, and the consideration paid to Plaintiff, Plaintiff agrees that the fact of settlement and the terms of the settlement agreement and release shall remain forever confidential as provided by law, and that Plaintiff shall not disclose such information. Plaintiff understands, recognizes and agrees that as a governmental entity, the State of New Mexico Department of Public Safety and the Risk Management Division, and their respective attorneys and employees, are subject to the Inspection of Public Records Act and the applicable New Mexico statutes, rules and case law governing inspection and disclosure of public records and information, and that they must comply with such statutes and laws.

Plaintiff understands, agrees and represents as follows:

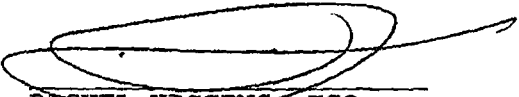
1. This General Release of Liability is part of a settlement of vigorously disputed and contested claims;
2. The settlement agreement of which this release is a part has been made by the New Mexico Risk Management Division on behalf of the New Mexico Department of Public Safety and its officers and employees solely to avoid the time and expense of further,

protracted litigation;

3. Neither the State of New Mexico nor any of its departments, agencies or present or former officers or employees, including but not limited to Chris Webb, admits any wrongdoing, negligence or any liability to the Plaintiff or to any other party or person, and in fact they vigorously dispute and deny any and all wrongdoing, negligence and/or liability; and

4. Neither this General Release of Liability nor the settlement agreement or the fact of settlement may be treated in any way as an admission or as evidence of any wrongdoing, negligence or liability or as an admission of any kind by or against the State of New Mexico or its branches, agencies, departments, boards, instrumentalities or institutions or any of its past, present or future officers, employees, agents, servants or independent contractors including but not limited to Chris Webb.

In executing this General Release of Liability, the Plaintiff acknowledges that she is fully aware of the matters at issue in the claims set forth in the pleadings and understands fully the terms, meaning and legal effect of this General Release of Liability, and that she has acted with the advice of counsel of her own choosing.

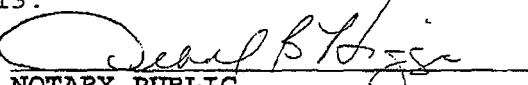


RACHEL HIGGINS, ESQ.
in her capacity as
Court-Appointed
Guardian ad Litem for the
minor child R.D.

ACKNOWLEDGEMENT

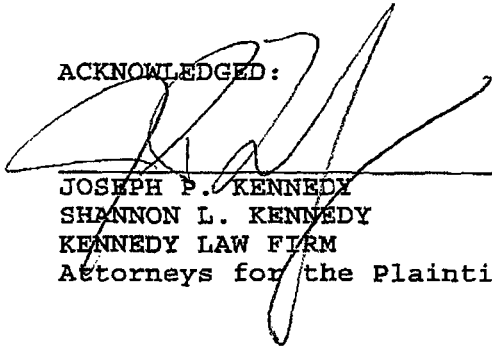
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

SUBSCRIBED AND SWORN TO before me by Rachel Higgins on this
26 day of September, 2013.


NOTARY PUBLIC

My Commission Expires:

ACKNOWLEDGED:



JOSEPH P. KENNEDY
SHANNON L. KENNEDY
KENNEDY LAW FIRM
Attorneys for the Plaintiff

